

B.4 STATEMENT OF WORK

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CONTRACT PURPOSE: This statement of work defines services to provide Air Ambulance (emergent fixed wing) transportation services under a firm fixed price contract for the VA Southern Oregon Rehabilitation Center and Clinics (VASORCC) beneficiaries. Transportation originates at a hospital in the local area (VASORCC, Ashland Community Hospital, Rogue Valley Medical Center, Providence Medford Medical Center), and ends at a medical facility outside the local area. The price should include all legs of transportation including ground ambulance to and from respective airports. The VA estimates that 95% of the trips would be to the Seattle VA Medical Center or Portland VA Medical Center – the rest of the trips will occur to the other facilities listed under the “Facilities Outside Local Area” definition.

A. DEFINITIONS:

AIR AMBULANCE: Fixed wing aircraft with a compartment that is designed and constructed to afford relative safety and comfort and to avoid aggravation of the patient’s condition. The aircraft, compartment, and personnel meet all applicable federal and state standards for medical air transport.

ALS: Advance Life Support.

GROUND AMBULANCE: Vehicles for emergency medical care which provide a driver compartment and a patient compartment that will accommodate an Emergency Medical Technician (EMT), Paramedic (or RN as needed) and two litter patients, so positioned that at least one patient can be given intensive line support during transit; equipment and supplies for emergency care at the scene as well as during transport, and two-way radio communication and equipment for light rescue procedures. The ambulance is designed and constructed to afford relative safety and comfort and to avoid aggravation of the patient’s condition.

AOD: Administrative Officer of the Day. This government employee is the administrative officer in charge during other than normal business hours.

BLS: Basic Life Support

BLS/With Lift for Power Wheel Chair: Basic Life Support with wheelchair lift and lock downs to transport power wheel chair and stretcher patient.

CCT: Critical Care Transport

CO / Contracting Officer: The person executing this contract on behalf of the Government and the only person authorized to make changes to the contract.

COTR / Contracting Officer's Technical Representative: Person or persons authorized to act for the Contracting Officer within the limits of his / her authority.

CHIEF, Business Office: Person or persons authorized to act for the Contracting Officer within the limits of his / her authority in the absence of a COTR.

FACILITIES OUTSIDE LOCAL AREA: Roseburg VA Medical Center, San Francisco VA Medical Center, Portland VA Medical Center, Seattle VA Medical Center, Boise VA Medical Center, Spokane VA Medical, Sacramento VA Medical Center, Puget Sound VA Medical Center, and Palo Alto VA Medical Center.

FEDERAL HOLIDAYS: New Year's Day, Martin Luther King Jr. Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, also any day determined by the President of the United States to be a Federal Holiday.

LOCAL FACILITIES: Facilities are defined as VASORCC, Ashland Community Hospital, Rogue Valley Medical Center, Providence Medford Medical Center, and Rogue Valley International-Medford Airport.

NORMAL BUSINESS HOURS: Normal business hours are defined as Monday thru Friday, 8:00 a.m. to 4:30 p.m. local time.

PSA/HSA: Patient Service Assistant. This term may include Health Service Assistants.

ROGUE VALLEY INTERNATIONAL-MEDFORD AIRPORT: 1000 Terminal Loop Parkway, Medford, OR 97504.

TRIP: A trip is defined as the distance, "ONE WAY ONLY," over which a beneficiary will be transported. For all one-way trips ordered under this contract, the Contractor shall receive the base rate quoted under the "BASE RATE." The Contractor shall also receive the mileage charge quoted under the "Mileage RATE."

VASORCC / VA Southern Oregon Rehabilitation Center & Clinics: 8495 Crater Lake Highway, White City, Oregon 97503.

B. DEMAND:

1. The demand for the Air Ambulance is estimated at 2-5 trips per month.

C. COMPLIANCE:

1. All work related to this contract will be performed by the Contractor in accordance with any applicable FAA, U.S. Department of Transportation, or OSHA regulations, as well as applicable State health and safety regulations, health care accreditation standards

(JCAHO or equivalent accreditation organization) and standard industry practices as defined by the Association of Air Medical Services for air ambulance transportation.

D. PERSONNEL:

1. The Contractor will provide the necessary licenses/certificates, competencies, privilege and credentialing in accordance with applicable State(s) and Federal regulation for each employee that will perform services under this contract.

E. RATE:

1. For all one-way trips ordered under this contract, the Contractor shall receive the base rate quoted under the "BASE RATE." The "BASE RATE" shall constitute full compensation for ONE-WAY trips. The Contractor shall also receive the mileage charge quoted under the "Mileage RATE" for any one-way trip.

F. ORDERS:

1. Authorized VASORCC personnel will place telephone requests (orders) for contract services only with the Contractor's dispatch office. The request for services shall specify the originating point and final destination. Only such travel is authorized and any costs incurred for unauthorized travel, stops, waiting time, etc.; will be the responsibility of the Contractor. Authorized VASORCC personnel are:
 - Travel Clerks
 - Infirmary Staff
 - VIRS Coordinators/UR Nurses
 - Administrative Officer of the Day (AOD)
 - Purchased Care Manager or designee
2. For prescheduled pickups, the Contractor will be required to furnish the ground ambulance within ten (10) minutes of the prearranged time.
3. For unscheduled pickups, the Contractor agrees to have patient transported to the departing airport, prepared, and airborne within 3 hours after the receipt of telephone order or as agreed between the contractor and the authorized VASORCC requestor. If the Contractor identifies they cannot furnish the services within the time required, the Government reserves the right to obtain the necessary services from another source. The Government will be the sole judge in determining when to order services from a different source.
4. In the event of a "NO-SHOW" the Government reserves the right to obtain the necessary services from another source.—

G. INSPECTION, QUALITY, AND PERFORMANCE STANDARDS:

1. The Government has the right to inspect the contractor premises, maintenance records of medical equipment and aircraft(s), flight logs, and dispatch records being used for the contracted services. Furthermore, annually the contractor must provide proof of insurance (see paragraph J.4 and Clauses 852.228-71, 852.237-7, and 852.237-70 for further details on insurance requirements) and copies of any licenses for all staff providing services under this contract upon request of the COTR (see also paragraph D).
2. The last month of each contract year the Contracting Officer will review contract compliance reports submitted by the COTR. The review will employ various monitoring methods, but will specifically include complaints and timeliness.

H. REPORTING RESPONSIBILITIES:

1. The Contractor shall furnish an in-flight medical attendant report of the patient's status to the receiving facility. The report should include:
 - Patient's full name and social security number (whenever possible) – if not possible, explain the reasons.
 - Time picked up.
 - Originating and terminating points.
 - Who called (initiator).
 - Presenting problem.
 - Immediate First Aid Measures (bandages, oxygen, restraints, etc)
 - State of consciousness.
 - Blood pressure.
 - Pulse.
 - Respiration.
 - Any other noted symptoms or pertinent information, including vital signs not already described, level of consciousness, drugs administered, and details of therapeutic intervention.
 - Any unusual circumstances encountered during the flight, including but not limited to inordinate altitudes flown, turbulence, and times associated with these conditions.

I. INVOICE PROCEDURES:

1. Invoices shall be submitted (monthly in arrears) no later than fifteen (15) calendar days following the end of the month in which services are rendered. Invoices are to include all contract services furnished for the preceding month. Invoices shall specify the patient name, 4 digit patient identifier, date of service, time of pick-up, whether the trip was "pre-scheduled" or "unscheduled", pick-up and delivery point, trip number and separate charges (i.e. toll fee, medications, etc.) per trip for which payment is requested. Separate charges must be itemized.

2. All invoices will include a fixed base-rate line item & a mileage rate line item. Each line item will include rate, quantity, description, and line total.
3. Invoices will be reviewed and reconciled with trip tickets and travel logs. Unauthorized charges will be suspended pending investigation. Unauthorized charges are those that are being disputed or have not been pre-approved by authorized VA personnel. A final determination will be made within 30 days after notifying the Contractor of charges being suspended.
4. In accordance with VA accounting procedures and in order to provide an audit trail for questions and concerns pertaining to payment, the Contractor shall be furnished, in advance a series of numbers corresponding to the month in which the service is rendered. This number is to be referenced on all invoices as applicable.
5. All invoices rendered by the Contractor to VASORCC for contract services furnished in accordance with this contract shall be in full. Neither the beneficiary nor any other party shall be required to bear the burden of additional payments, surcharges, tip or other gratuity.
6. Authorized invoices shall be faxed to Department of Veterans Affairs, Financial Services Center (512) 460-5540 or entered through the OB-10 electronic claims system.

J. LICENSES, CERTIFICATIONS AND INSURANCE:

1. Air Ambulance Pilot - Shall have a valid operator's license in accordance with Federal, State and local government requirements for their place of operation, for the services they perform.
2. EMTs - Shall be certified, licensed or otherwise officially recognized by the local, state or regional government or public entity where the emergency ambulance service is operated or by which it is governed.
3. Ambulance Driver - Shall have a valid operator's or chauffeur's license in accordance with Federal, State and local government requirements for their place of operation, for the services they perform.
4. Contractor - Shall maintain personal liability, automobile liability, and property damage insurance, as prescribed by the laws of the state of Oregon and Washington, and in accordance with VAAR 852.228-71, VAAR 852.237-7, and VAAR 852.237-70.

**L. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA),
PRIVACY RULE, AND SECURITY RULE:**

Whereas the Contractor will have access to Business Associate Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) that is subject to protection under regulations issued by

the Department of Health and Human Services, as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 CFR Parts 160 and 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"), and 45 CFR Parts 160 and 164, Subparts A and C, the Security Standard ("Security Rule"); and whereas, Department of Veterans Affairs Veterans Health Administration is a "Covered Entity" as that term is defined in the HIPAA implementing regulations, 45 CFR 160.103, **the Contractor will be required to complete the blanks, sign, date and provide a completed Business Associate Agreement with their quotation or proposal (as provided as an attachment to this solicitation).**

M. PATIENT PRIVACY AND CONFIDENTIALITY:

All "patient papers" transported with the patient are confidential in accordance with HIPAA. Contractor's personnel may review these records for assessment and treatment purposes only. Appropriate administrative and medical information will be provided to the Contractor for patient transport. If the medical record is transported with the patient, it may be used as a source of information if the situation warrants (i.e. emergent care while in-route). In all other instances, all documents will remain intact and sealed.